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STATUTE OF FRAUDS—COVENANTS—BUILDING PLAN.—A, owning a tract of land, divided it into lots under a general building scheme. He sold a lot to B, the deed containing a restrictive covenant. A agreed orally with B that he would insert similar restrictions in all subsequent conveyances within the tract. C, having full knowledge of all the facts, induced A to sell him one of the lots without putting a restrictive covenant in his deed. B seeks an injunction against C's building in violation of the terms in the building plan. *Held*, injunction granted. *Johnson v. Mt. Baker Park Presbyterian Church* (Wash. 1920) 194 Pac. 536.

Courts of equity have been astute to circumvent the Statute of Frauds in many types of cases where a rigid application of its terms would entail injustice. As an example of this may be cited the cases involving the doctrine of part performance. *Freeman v. Freeman* (1870) 43 N. Y. 34. Again, where a deed, executed in performance of an oral contract to convey land, does not, as a result of mistake, convey all that the agreement contemplated, the weight of authority allows a reformation. *Noel's Ex'r v. Gill* (1886) 84 Ky. 241, 1 S. W. 428; *contra*, *Glass v. Hulbert* (1889) 102 Mass. 24. Where land is devised to one upon an oral agreement to hold in trust for a third person, equity will enforce the trust. *Carver v. Todd* (1891) 48 N. J. Eq. 102, 21 Atl. 943. If one fraudulently induces another to enter into marriage by an oral promise to convey land to the latter, equity will compel the conveyance of the land. See *Peek v. Peek* (1888) 77 Cal. 106, 110, 19 Pac. 227. It is almost universally held that a deed, absolute on its face, may by oral evidence be shown to be a mortgage. *Strong v. Stewart* (N. Y. 1819) 4 Johns. Ch. 167. In England and a few American jurisdictions, an equitable mortgage may be created by the mere deposit of title deeds. See cases cited in note (1914) 14 COLUMBIA LAW REV. 672. The court in the principal case denied that B had an interest in land within the statute and based its decision upon estoppel. It is believed that B did have some sort of interest in C's land, but that the conclusion of the court is entirely in accord with the spirit of the many exceptions to the Statute of Frauds.

TORTS—PROCURING BREACH OF MASTER'S CONTRACT BY SERVANT.—If T and M enter into a contract, and S, the servant of M, acting in good faith and within his authority, does an act which constitutes a breach of the contract, *semble*, S is not liable in tort at the suit of T. *Said v. Butt* [1920] 3 K. B. 497.

This is a novel ramification of the rule of *Lumley v. Gye* (1853) 2 El. & Bl. 216, which held that it is a tort for one to procure the breach of another's contract intentionally and without justifiable cause. The court declined to apply the rule because (1) S, while acting within the scope of his authority, is the *alter ego* of M, and it is no tort for one to break his own contract; and (2) litigation would be tremendously increased since the act of S would give rise to three distinct causes of action,—breach of contract against M, tort against S for procuring the breach, and tort against M for the tort of S, the second and third being actions hitherto unknown in our law. Logically, the first reason seems open to doubt. One is not excused from tort liability because authorized to commit the tort by another, or because he is acting as the servant of another. The courts call S the *alter ego* of M, not in order to relieve S from liability for a tort committed by him, but in order to fasten a liability on M because it is good policy to hold M, who presumably derives benefit from S, liable for the torts of S while acting within his authority. Ultimately S is an independent agent, responsible for his own acts, and should come within the principle enunciated by Erle, J., in *Lumley v. Gye* at p. 232: "It is clear that the procurement of the violation of a right is a cause of action in all cases where the violation is an actionable wrong." The difficulty which suggests itself at once is that here one act constitutes both the "procurement" and the "viola-